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3 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
4 THIRD JUDICIAL DISTRICT AT ANCHORAGE  
5

6 KAREN PRIMERA,

7 Plaintiff,

8 BETHEL SOLUTIONS INC.,

9 Defendant.  
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Case No. 3AN-20- 00024 CI

FILED in the TRIAL COURTS  
State of Alaska Third District.

APR 28 2020

Clerk of the Trial Courts

By \_\_\_\_\_ Deputy

11  
12 COMPLAINT

13 COMES NOW, Karen Primera, the plaintiff above named, by and through her  
14 attorney, Isaac Derek Zorea, and complains as follows:  
15

16 I. JURISDICTION

17 1.1. At all relevant times, plaintiff, Karen Primera, resided within the  
18 Third Judicial District, State of Alaska.

19 1.2. At all relevant times, defendant, Bethel Solutions, Inc., has  
20 maintained significant business connections within the Third Judicial District, State  
21 of Alaska.

22 1.3. Venue properly rests within the Third Judicial District, State of  
23 Alaska.  
24

25 II. FACTS

26 2.1. On or about 2010, Plaintiff Karen Primera began working for  
27 defendant Bethel Solutions, Inc., working in the AP/Payroll department.  
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COMPLAINT: PRIMERA V. BETHEL SOLUTIONS, INC.

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EXHIBIT B, Page 1 of 5

1  
2 2.2. Plaintiff Karen Primera was originally hired at a rate of \$25.00 an  
3 hour, but after receiving several performance related raises, ended up making \$35.00.

4 2.3. On or around November 2017, Defendant Bethel Solutions, Inc.,  
5 changed her position of accounts payable/payroll to that of Payroll Manager,  
6 informing her salary would be \$77,500 a year.

7 2.4. At the time that Plaintiff's job title was changed to Payroll Manager,  
8 and her pay was shifted to salary, Ms. Primera questioned Defendant's HR  
9 Department because she knew that she did not meet the criteria for an exempt  
10 employee. Specifically she did not have the authority to fire anyone and she did not  
11 supervise anyone, give reviews, or make significant independent decisions for the  
12 company.

13 2.5. After her inquiry with Defendant's Human Resource office about  
14 FLSA compliance regarding overtime, Plaintiff was told that her job title was  
15 changed, and her pay was converted to a salary, because she was working too much  
16 overtime and it was too costly to pay the overtime. Defendant's HR department did  
17 not identify that it believed that Plaintiff met the criteria of being an exempt  
18 employee.

19 2.6. On November 1, 2018, Defendant Bethel Solutions, Inc., gave  
20 Plaintiff a raise, increasing her annual pay to \$81,000 a year. But even with the raise,  
21 Plaintiff Karen Primera's work responsibilities were not such that she should have  
22 been categorized as an exempt employee.

23 2.7. Prior to her termination, March 2, 2020, Plaintiff Karen Primera had  
24 engaged in protected activity by protesting to the CFO about the fact that she was in  
25 correctly classified as an exempt employee. This conversation occurred toward the  
26 end of January 2020.

2.8. A second occurrence of protected activity by Plaintiff Karen Primera concerning FLSA compliance occurred on the day she was terminated, March 2, 2020, when she objected to an employee filling out another employee's timecard. Mr. Primera objected to Defendant's controller, Zounee Yang, arguing that such conduct was illegal, and a violation of the FLSA.

2.9. On March 2, 2020, Zounee Yang, Defendant's controller terminated the employment of Karen Primera. It is believed that this termination occurred primarily because Ms. Primera objected to conduct by Defendant that was illegal and out of compliance with Federal wage and hour laws.

## CAUSES OF ACTION

A. **VIOLATION OF FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC § 201 ET SEQ.): FAILURE TO PAY OVERTIME OR PROPERLY COMPENSATE EMPLOYEE.**

3.1. Karen Primera incorporates all the facts and allegations within the paragraphs listed above, 2.1 through 2.9.

3.2. Plaintiff Karen Primera alleges that she worked overtime hours for her employer Bethel Solutions, Inc., but was improperly classified as an exempt employee and therefore did not receive overtime pay of one and one half times her normal rate of pay.

3.3. Plaintiff Karen Primera further alleges that by failing to pay her overtime wages for all hours that Defendant Bethel Solutions, Inc. knew she worked, or had reason to know that she worked, it violated the Fair Labor Standards Act, 29 U.S.C. § 207.

3.4. Plaintiff seeks damages from Defendant Bethel Solutions, Inc., for its violations of the Fair Labor Standards Act, as outlined above, which includes payment of her unpaid overtime wages for all hours that she worked over 40 hours in a week or eight hours in a day, liquidated damages, prejudgment interest, and actual reasonable attorney fees.

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2 **B. VIOLATION OF FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED**  
3 **(29 USC § 201 ET SEQ.): RETALIATION.**

4 3.5. Plaintiff herewith refers to, and by that reference incorporates as  
5 though fully set forth herein, the facts in each and every paragraph set forth above,  
6 2.1 through 2.9, and 3.1 through 3.4.

7 3.13. Felipe Castro incorporates all the facts and allegations within the paragraphs  
8 listed above, 2.1 through 2.22.

9 3.6. Karen Primera affirms and attests that when she discussed with her  
10 employer that she was improperly classified as an exempt employee, and objected to  
11 other acts that she thought violated the FLSA her employer retaliated against her.

12 3.7. Karen Primera affirms and attests that she was terminated by  
13 Defendant, University of Alaska, Anchorage, as a direct and proximate consequence  
14 for asking her employer to comply with wage and hour laws, her employer retaliated  
15 against her in violation of 29 U.S.C. § 215(a)(3), which prohibits retaliation against  
16 wage and hour whistle blowers.

17 3.8. As remedy for her job loss caused, primarily in part, by her request  
18 that her employer follow wage and hour laws, Karen Primera requests all legal and  
19 equitable remedies available under 29 U.S.C. § 216(b), including employment  
20 reinstatement, promotion, lost wages, and liquidated damages, plus actual reasonable  
21 attorney fees and prejudgment interest.

22 **PRAYER OF RELIEF**

23 WHEREFORE, Plaintiff Karen Primera, requests judgment against  
24 Defendant Bethel Solutions, Inc., as follows:

25 1. Full and complete payment of all unpaid overtime compensation  
26 Bethel Solutions, Inc. owes Plaintiff dating back three years from the date this  
27 complaint is filed, in an amount equal to time and half of her regular rate of pay, plus


1 liquidated damages, and prejudgment interest, with the exact amount to be proven at  
2 trial, but in an amount in excess of the jurisdictional limit for this court;

3 2. All legal and equitable remedies available under the FLSA,  
4 particularly those available under 29 U.S.C. § 216(b), including employment  
5 reinstatement, promotion, lost wages, and liquidated damages, plus actual reasonable  
6 attorney fees and prejudgment interest.

7 4. Actual reasonable attorney fees, pursuant to the Federal Fair Labor  
8 Standards Act, liquidated damages, and all permitted prejudgment interests on the  
9 unpaid wages.

10 5. Plaintiff Monika Switzer further seeks such other relief as the court may  
11 deem just and proper based on the egregious nature of defendants' conduct.

12  
13 Dated: April 28, 2020

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16 Isaac D. Zorea  
17 ABA No. 0011090  
18 Counsel for Karen Primera  
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